IN THE HIGH COURT OF JUDICATURE OF BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO. 251 OF 2004

IN

SUMMARY SUIT NO.319 OF 2004

Ashni Sunil Valecha .. Plaintiff

versus

R.Kishin & Co. .. Defendant

...

Mr.B.S. Chandnani for the plaintiff.

None present for the defendant.

CORAM : D.G. KARNIK,J.

DATED : 13th April 2005.

P.C.:

1. Heard the learned counsel for the plaintiff. None present for the defendant.

2. The learned counsel for the plaintiff hands in affidavit of service proving service of Summons for Judgement on the defendant through its Advocate.

Affidavit is taken on record and marked Exhibit "A".

3. The learned counsel for the plaintiff also hands in original promissory note with a list of documents. Promissory note is taken on record and marked Exhibit "B".

4. I have perused the plaint and the promissory note filed on record. For a valuable consideration, the defendant executed the promissory note. As the money was not paid, the plaintiff has filed this suit. Plaintiff is entitled to a decree for the value of the promissory note and interest under section 80 of the Negotiable Instruments Act. Future interest is in the discretion of the Court u/s.34 of the Code of Civil Procedure. Considering the present rates of interest, it would be appropriate to grant 9% interest from the date of the suit.

5. The plaintiff is also entitled to a decree under Order 37 Rule 3(6) of the Code of Civil Procedure.

6. Hence, Summons for Judgement is made absolute and the suit of the plaintiff is decreed as follows:-

7. The defendant shall pay to the plaintiff a sum of Rs.4,17,000/- together with interest on the principal sum of Rs.3,00,000/- at 9% p.a. from the date of the suit till payment and all costs of the suit.

8. Issue court fee refund as rules.

D.G. KARNIK, J